

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF ADULT SERVICES AND AGING**

AMENDMENT # 1

Contract # **11-0800-078**

Service PO # 11SC084001

Vendor # 12002369

Harmony Information Systems, Inc  
DBA: Synergy Software Technologies  
25 New England Dr  
Essex Junction VT 05452

State of South Dakota  
Department of Social Services  
DIVISION OF ADULT SERVICES AND AGING  
700 Governors Drive  
Pierre SD 57501-2290

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Referred to as Consultant

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Referred to as State

1. This agreement is amended between the Consultant and the State effective for services provided on or after November 18, 2010 to change the following and shall be attached to the original Consultant contract. All other terms and conditions of this contract remain unchanged.

2. Page 3: Section 4, Sub-section C, Item 3, final provision, is changed from:

3. The **TOTAL CONTRACT AMOUNT** will not exceed \$91,950.

Optional custom development and consultation work by the Consultant may be billed at \$175 per hour, not to exceed a total of \$20,450.

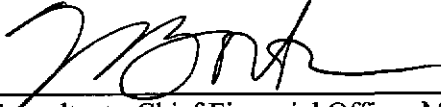

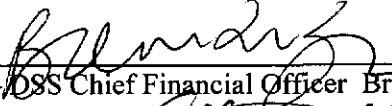
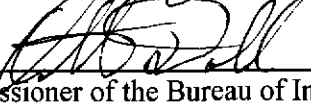
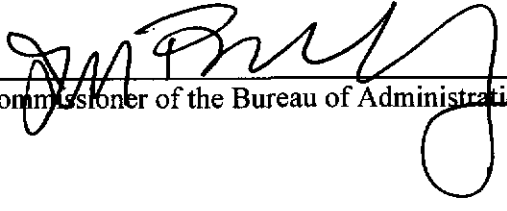
to read:

3. The **TOTAL CONTRACT AMOUNT** will not exceed \$96,325.

Optional custom development and consultation work by the Consultant may be billed at \$175 per hour, not to exceed a total of \$24,825.

3. The Parties agree and acknowledge that the Statement of Work attached hereto ("Attachment B") establishes the additional optional custom development and consultation work to be performed by the Consultant.

4. AUTHORIZED SIGNATURES: In witness hereto, the parties signify their agreement by affixing their signatures hereto.

	11/19/2010
Consultant - Chief Financial Officer Mike Borton	Date
	11/24/10
State - DSS Division Director Marilyn Kinsman	Date
	11/25/10
State - DSS Chief Financial Officer Brenda Tidball-Zeltinger	Date
	12-9-10
State - Commissioner of the Bureau of Information & Telecommunications Otto Doll	Date
	12/3/10
State - Commissioner of the Bureau of Administration Jeff Bloomberg	Date

State Agency Coding:

Company	1000	2004	2004	
Account	5204330	5204330	5204330	
Center Req	0832100	0832100	0832100	
Center User	0002K2	0002K2	30901	
Dollars	\$22,988	\$68,962	\$4,375	
SVC PO Code				

## **Attachment B**

### **SD – Office of Adult Services and Aging**

### **SD Choices Screen Assessment Statement of Work**

**November 8, 2010**

#### **Project Background Information**

The implementation of the ADRC workflow introduces steps for taking potential clients through a screening process prior to the clinical assessment. The Screen is accomplished with the InterRAI-based assessment known as SD Choices. The SD Choices Screen contains sections for triggers and the intake screening tool which when completed results in the client's level of service need.

The tasks included for this Statement of Work are to review and make necessary changes to the Intake Screen assessment initially developed by South Dakota in Harmony's Assessment Designer (Omnia Designer) to assure that the content is consistent with the SD Choices assessment outline dated 08-2010. Additional tasks will include the development of the InterRAI algorithms that will need to be added to the assessment form as Indicators.

#### **Tasks**

- Review the content in the current Intake Screen.afm provided to Harmony on 10/29/10.
- Update content as necessary to coincide with the SD Choices Screen 08-2010 provided on 10/27/10.
- Develop Indicator calculations in Harmony Assessment (Omnia) Designer based on algorithm calculations to be provided by InterRAI.
- Test assessment locally to assure functioning correctly.
- Provide SD Choices.afm assessment and Indicators.mdb database for local environment installation.
- Test assessment in customer environment to assure functioning correctly.

#### **Assumptions**

Harmony has made the following general assumptions in this Statement of Work. It is the responsibility of Client to validate these assumptions and to accept and fully understand Client's responsibilities before signing the Statement of Work Acceptance.

- a) Harmony will review and suggest any changes or modifications that might be needed to the assessment before beginning work.
- b) The InterRAI algorithms for the SD Choices assessment will be provided to Harmony prior to work being started.

- c) Harmony will review and suggest any changes or modifications that might be needed once the algorithms are received from InterRAI and reviewed. These could affect quoted level of effort and cost.
- d) Harmony will develop the assessment customizations and test locally against the current version of Harmony products.
- e) The customer is responsible for the maintenance of their local environment, and will utilize their own testing environment to ensure a successful completion of User Acceptance Testing of the updated assessment.
- f) Customer to sign off on assessment changes within 10 business days after the assessment has been tested to satisfaction.
- g) Changes to the scope or assumptions defined in this document could affect the quoted costs.
- h) Project hours for Implementation and Technical Services will be billed upon customer sign off and paid according to existing contract.
- i) Harmony owns all intellectual property associated with the professional services performed through this agreement and grants the State a non-exclusive right to use and modify the documentation for internal purposes only.

Tasks	Estimated Hours	Total Hours	Rate	Estimated Cost
1. Form review and content rework.	8	8	\$175	\$1,400
2. Indicator development, review, and rework.	16	16	\$175	\$2,800
3. Project Management	1	1	\$175	\$175
<b>Total Estimated Cost</b>		25		<b>\$4,375</b>

STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF ADULT SERVICES AND AGING

Consultant Contract  
For Consultant Services  
Between

Harmony Information Systems, Inc DBA: Synergy Software Technologies, Inc 25 New England Dr Essex Junction VT 05452	State of South Dakota Department of Social Services DIVISION OF ADULT SERVICES AND AGING 700 Governors Drive Pierre, SD 57501-2291
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Referred to as Consultant

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Referred to as State

The State hereby enters into a contract for consultant services with the Consultant. While performing services hereunder, Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. CONSULTANT'S South Dakota Vendor Number is ~~03-0345510~~ 12002369
2. PERIOD OF PERFORMANCE:  
This Agreement shall be effective as of **June 1, 2010** and shall end on **May 31, 2011**, unless sooner terminated pursuant to the terms hereof.
3. WILL THE CONSULTANT USE STATE EQUIPMENT, SUPPLIES, OR FACILITIES?  
No.
4. PROVISIONS:
  - A. The Purpose of this Consultant contract:
    1. Ongoing licenses for Consultant Software (Social Assistance Management System or SAMS, Omnia, SAMS I&R and Ombudsmanager, collectively called the "Software")
    2. Custom development and consultation services
  - B. The Consultant agrees to (add an attachment if needed.):
    1. The Consultant Software will allow the State to access or utilize the related data. The Consultant will grant to the State the non-exclusive rights to the software and accompanying documentation as specified in the License Agreement present during installation of the system.

2. The Consultant will provide technical support and product updates related to the Software.
3. The Consultant will provide defect corrections in accordance with the Synergy Support Agreement.
4. If the Consultant adds enhancements to the Software, the enhancements will be made available via a file download from the Consultant internet site. The State will receive enhancements at no additional charge.
5. The Consultant will ensure that the changes to the NAPIS and NORS reporting specifications by the Administration on Aging are reflected on a timely basis by the NAPIS State Reporting Tool and Ombudsman Reporting Tool. Updates supporting these changes will be made available to the State.
6. The Consultant will make every effort to resolve an issue within 24 hours of the problem report. If the Consultant is not able to resolve an issue or present a reasonable plan of action to address the issue within 3 business days, the State may request that the Consultant travel to the State Office for hands-on-support. The State and Consultant's Vice President for Customer Care will review the request and issue and mutually decide on appropriate action. If an onsite visit is deemed appropriate, the State will not be charged for the support time if the problem is due to a system defect, but will be required to pay all travel expenses. The State reserves the right to withhold payment for services not provided in a timely manner as established by the time line requested by the State or as reasonably extended upon mutual agreement by both the State and the Consultant.
7. The Consultant will provide development and consultation services necessary for completion of interfaces between the SAMS application and other state management systems to accommodate state claims processing. The State will provide a requested timeline for completion of requested development and consultation services. The Consultant will acknowledge within 3 business days of their acceptance of the development and consultation and the timeline for completion as requested by the State. If the Consultant is not able to provide the development and consultation as requested, the State and Consultant's Vice President for Customer Care will review and mutually decide on appropriate action.

C. The State agrees to:

1. Make payment for services upon satisfactory completion of services and receipt of bill.
2. Will the State pay Consultant expenses as a separate item?  
YES ( ) NO ( X )  
If YES, expenses submitted will be reimbursed as identified in this agreement.

3. The **TOTAL CONTRACT AMOUNT** will not exceed \$ 91,950.

The State Software Licenses includes:

	License Quantity	Annual Unit Cost	Total Cost
<b>SAMS</b>			
State Renewal	1	\$13,750	\$13,750
Agency Tier 2 Renewals	10	\$1,925	\$19,250
Provider Tier 1 Renewal	1	\$220	\$220
Provider Tier 2 Renewal	8	\$550	\$4,400
Provider Tier 3 Renewal	2	\$990	\$1,980
Named User Renewals	35	\$121	\$4,235
		<b>Total</b>	<b>\$43,835</b>
<b>Omnia</b>			
Designer Renewal	1	\$550	\$550
Analyzer Renewal	1	\$440	\$440
Interviewer Renewals	70	\$220	\$15,400
		<b>Total</b>	<b>\$16,390</b>
<b>SAMS IR</b>			
State Renewal	1	\$1,100	\$1,100
Site Renewals	25	\$275	\$6,875
		<b>Total</b>	<b>\$7,975</b>
<b>Ombudsmanager</b>			
State Renewal	1	\$3,300	\$3,300
		<b>Total</b>	<b>\$3,300</b>

**Software Total: \$71,500.**

Optional custom development and consultation work by the Consultant may be billed at \$175 per hour, not to exceed a total of **\$20,450**.

4. The State agrees to stipulations regarding the Software licensure and maintenance (Refer to Attachment A).
  5. The State will not change the database without the use and protection of the Software or Consultant approved software.
  6. The State will not complete non-standard installation of the Software.
5. **BILLING:**  
 Consultant agrees to submit a bill for services within (30) days following the month in which services were provided. Consultant will prepare and submit a monthly bill for services. Consultant agrees to submit a final bill within 45 days of the contract end date to receive payment for completed services. If a final bill cannot be submitted in 45 days, then a written request for extension of time and explanation must be provided to the State.

**6. TECHNICAL ASSISTANCE:**

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Consultant and to assist in the correction of problem areas identified by the State's monitoring activities

**7. LICENSING AND STANDARD COMPLIANCE:**

The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

**8. ASSURANCE REQUIREMENTS:**

The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Debarment and Suspension, Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, and American Recovery and Reinvestment Act of 2009 as applicable.

**9. RETENTION AND INSPECTION OF RECORDS:**

The Consultant agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. All data inputted by the State into the system is and will remain the sole property of the State. Should this contract be terminated and not renewed, Consultant will provide a full copy of all SD data in an encrypted SQL Server back up format.

All payments to the Consultant by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this contract shall be returned to the State within thirty days after written notification to the Consultant.



Harmony reserves all rights to the Intellectual Property of its products and services, and it grants a non-exclusive, non-transferable right to the customer to use all reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this Contract. Either the originals or reproducible copies satisfactory to the State, of all technical data, evaluations, reports and other work product of the Consultant shall be delivered to the State upon completion or termination of services under this Contract.

**10. TERMINATION:**

This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

**11. FUNDING:**

This Contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Contract will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

**12. AMENDMENTS:**

This Contract may not be assigned without the express prior written consent of the State. This Contract may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

**13. CONTROLLING LAW:**

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

**14. SUPERCESSION:**

All other prior discussions, communications and representations concerning the subject matter of this Contract are superseded by the terms of this Contract, and except as specifically provided herein, this Contract constitutes the entire agreement with respect to the subject matter hereof.

**15. SEVERABILITY:**

In the event that any provision of this Contract shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or renderunenforceable any other provision hereof.

**16. NOTICE:**

Any notice or other communication required under this Contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

**17. SUBCONTRACTORS:**

The Consultant may not use subcontractors to perform the services described herein without express prior written consent form the State. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Contract, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Contract. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

**18. HOLD HARMLESS:**

The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

**19. INSURANCE:**

Before beginning work under this Contract, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

**A. Commercial General Liability Insurance:**

Consultant shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two times the occurrence limit.

**B. Worker's Compensation Insurance:**

Consultant shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

**C. Professional Liability Insurance:**

Consultant agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

**20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:**

Consultant certifies, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**21. CONFLICT OF INTEREST:**

Consultant agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain.

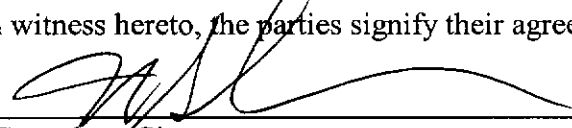
**22. REPORTING PROVISION:**

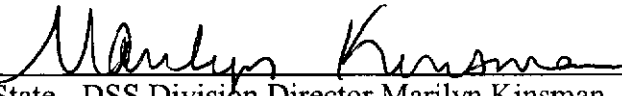
Consultant agrees to report to the State any event encountered in the course of performance of this Contract which results in injury to any person or property, or which may otherwise subject Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to the State immediately upon discovery.


Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

23. AUTHORIZED SIGNATURES:

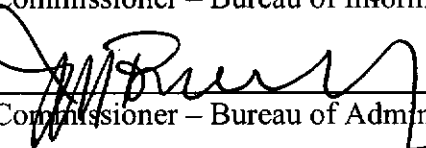
In witness hereto, the parties signify their agreement by affixing their signatures hereto.

  
\_\_\_\_\_  
Consultant Signature 9/21/2010  
Date

  
\_\_\_\_\_  
State - DSS Division Director Marilyn Kinsman 9/17/10  
Date

  
\_\_\_\_\_  
State - DSS Chief Financial Officer Brenda Tidball-Zeltinger 9/18/10  
Date

  
\_\_\_\_\_  
Commissioner - Bureau of Information & Technology 10-1-2010  
Date

  
\_\_\_\_\_  
Commissioner - Bureau of Administration 9/29/10  
Date

State Agency Coding:

ARRA (Stimulus Funds) - YES OR NO? No

Company	1000	2004		
Account	5204330			
Center Req	0832100			
Center User	0002K2			
Dollar Total	\$22,988	\$68,962		
CFDA #				

DSS Program Contact Person Lori Isburg-Breeding  
Phone 605-734-4500

DSS Fiscal Contact Person Patty Hanson  
Phone 605 773-3586

Consultant Program Contact Person Amy Ahern  
Phone 802-316-4813

Consultant Fiscal Contact Person Mike Borton  
Phone 703-657-5100

Consultant Email Address mborton@harmonyis.com

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

**Attachment A**  
**Stipulations regarding Licensure and Maintenance**  
**SAMS 2000, Omnia, SAMS I&R and Ombudsmanager Software**

Use of the software indicates agreement and acceptance of the following terms.

Software is licensed according to the License Agreements which are presented at installation of each product. For the purpose of the licensing, there are certain categories associated with certain applications, as follows:

SAMS2000 – State Unit, Agency, Provider and Seat

1. In addition to adhering to the terms of the software licensee agreement, each licensee of the Software must ensure that they register themselves as a licensee with Synergy. Registration information must include the following information:

Licensee Name

Registered Agent Name (Management Authority contact)

Address

Date of Licensure

E-mail Address

Voice and Fax phone number

Licensees are also responsible for promptly reporting any changes to the licensee registration information to Synergy.

2. General Support and Problem Resolution

Telephone support is available to all Master and Agency license holders. Additional Seat license holders must obtain direct support through their sponsor Program Site organization. For State-wide deployments, a central contact within the State Unit should be established for the purpose of funneling support questions through Synergy. This allows the State's network to maintain a list of common issues, and address them internally.

Telephone support is limited to questions directly related to the use of the Software and does not include general computer questions, or support for other software packages.